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November 1, 1988

DIRECT DIAL NUMBER

457-1661

HAND-DELIVERED

Ms. Noreta R. McGee
Office of the Secretary
Recordation Office
Interstate Commerce Commission
12th Street and Constitution
Avenue, N.W.
Washington, DC 20432

No. 8-306A038

Date NOV 1 1988

Fee \$ 13.00

ICC Washington, D. C.

Re: Uptown National Bank of Chicago; Temco Leasing
Company; Recordation No. 15051-D

Dear Ms. McGee:

In accordance with the provisions of § 11303 of the Revised Interstate Commerce Act, 49 U.S.C. § 11303, and Part 1177 of Title 49 of the Code of Federal Regulations, we request, as special counsel for Temco Leasing Company and Uptown National Bank of Chicago, that the enclosed document be recorded and filed with the Interstate Commerce Commission.

You will find enclosed herewith the original and four (4) copies of the following document to be recorded and filed:

100-457166-1
NOV 1 1988
MOTOR OPERATING UNIT

Cathy P. Runde

Interstate Commerce Commission
Washington, D.C. 20423

11/1/88

OFFICE OF THE SECRETARY

Cathy P. Runde
Jackson & Campbell
One Lafayette Centre
Suite 300 South
1120 20th St, N.W.
Washington, D.C. 20036-3437

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/1/88 at 1:25pm, and assigned re-cordation number(s). 14758-K & 15051-D

Sincerely yours,

Nanta L. McGee
Secretary

Enclosure(s)

RECORDED NO. 15051-D
NOV 1 1988-1 25 PM
INTERSTATE COMMERCE COMMISSION

THIS RELEASE, dated as of October 13, 1988, is between TEMCO LEASING COMPANY (the "Company") and UPTOWN NATIONAL BANK OF CHICAGO (the "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreements between the Company and the Bank dated as of June 9, 1986 and October 8, 1986 (the "Agreements") the Company has incurred indebtedness to the Bank and to secure repayment of such indebtedness the Company has executed and delivered the Agreements;

WHEREAS, the Bank has filed the Agreements with the Interstate Commerce Commission (the "ICC") on June 11, 1986 and October 16, 1986 under Recordation Nos. 14758-D and 15051-B, respectively;

WHEREAS, the Company has obtained a loan from NBD Highland Park Bank (the "Lender") to pay in full all indebtedness, liabilities and obligations of the Company under the Agreements; and

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Receipt. The Bank hereby acknowledges receipt of full payment of all indebtedness and interest accrued to the date hereof under the Agreements and under any document or instrument executed and delivered pursuant thereto or in connection therewith. The Bank further acknowledges that no other indebtedness, liabilities or obligations are now due or owing by the Company to the Bank under the Agreements or under any documents or instrument executed and delivered pursuant thereto or in connection therewith.

2. Agreement Termination. The Company and the Bank hereby acknowledge that the Agreements and the respective obligations of the parties hereto are hereby terminated effective as of the date hereof and shall no longer be of any force and effect.

3. Security Interest Termination. The Bank hereby releases all liens and security interest that it may have under the Agreements, and said liens and security interest are hereby terminated effective as of the date hereof shall no longer be of any force or effect. In furtherance of the foregoing, the Company may file this Release with the ICC to effect the release of the liens, security interests and the Agreements.

4. Agreement. The Company hereby: (a) releases the Bank, and its successors and assigns, from any and all claims which it

5/10

may have, or which may hereafter arise in its favor, against the Bank for any failure of the Bank to have exercised reasonable care in the custody and preservation of any of the collateral under the Agreements; and (b) agrees to pay the fees and expenses in connection with the preparation, execution and delivery of this Release.

The Bank agrees that it will, upon the request of the Company, execute and deliver such further instruments or documents as may be reasonably necessary or desirable to accomplish the foregoing release of the liens, security interests and the Agreements.

IN WITNESS WHEREOF, this Release has been duly executed as of the day and year first above written.

UPTOWN NATIONAL BANK OF CHICAGO

By: 

Its: Commercial Loan Officer

TEMCO LEASING COMPANY

By: 

Its: President

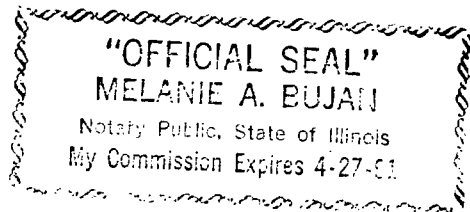
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 18th day of October, 1988, before me personally appeared Steven D. Olson, to me personally known, who being by me duly sworn, says that he is a Commercial Loan Officer of UPTOWN NATIONAL BANK OF CHICAGO, that said national banking association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

(SEAL)

Melanie A. Bujan
NOTARY PUBLIC

My Commission Expires:



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 25th day of October, 1988, before me personally appeared Bruce H. Borland, to me known, who being duly sworn, did depose and say that he resides at 2801 Orange Brace Rd. Riverwoods IL; that he is President of Temco Leasing Co., the Company described in and which executed the foregoing document; and that he signed his name there-to by like order, as the free act and deed of said company.

(SEAL)

Frances Loudon
NOTARY PUBLIC

My Commission Expires:

